



Kurt E. Floren
Agricultural Commissioner/
Director of Weights and Measures

COUNTY OF LOS ANGELES

Department of Agricultural Commissioner/ Weights and Measures

12300 Lower Azusa Road
Arcadia, California 91006-5872
<http://acwm.co.la.ca.us>

Robert G. Atkins
Chief Deputy

May 31, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF CONTRACT WITH AQUATIC BIOASSAY LABORATORIES, INC. FOR THE CONTINUATION OF WATER COLUMN TOXICITY TESTING (ALL DISTRICTS - 3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached contract with Aquatic Bioassay Consulting Laboratories, Inc. for the continued provision of Water Column Toxicity testing for a total cost of \$225,000, effective upon Board approval through June 30, 2006, with two (2) one-year renewal options.
2. Authorize the Agricultural Commissioner/Director of Weights and Measures to amend the contract in an amount not to exceed 15% of the total contract amount.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The California Regional Water Quality Control Board (State) requires the Department of Public Works (DPW) to test the quality of surface water to monitor and assess the sources and levels of stormwater and urban runoff contaminants in response to the requirements of the Los Angeles County Municipal Stormwater National Pollution Discharge Elimination System (NPDES) Permit Monitoring Program established by the State.

The Water Column Toxicity Monitoring Program requires DPW to analyze samples for toxicity to evaluate the extent and causes of toxicity in receiving waters. The testing frequency is four times annually, two storm and two dry weather events, for each of seven stormwater runoff sites resulting in a total of 28 samples to be tested annually. The Agricultural Commissioner/Weights and Measures Department (ACWM)

Environmental Toxicology Laboratory (lab) collects and oversees the testing of all the stormwater samples required to meet these permit requirements. Additionally, the Water Column Toxicity Monitoring Program includes a survival/reproduction test using a living fresh water organism and a fertilization test using a marine water organism. The Toxicity Identification Evaluation (TIE) is required to identify the toxins if the Water Column toxicity test results indicate the presence of substances toxic to either one or both species. The maximum number of TIE tests that could be required is 56. The lab is unable to perform these live tissues tests that are only required on the NPDES stormwater testing due to the equipment, staffing, live organisms (water fleas and sea urchins), and certification required for these specialized tests. Therefore, ACWM has been contracting for this service through purchase orders, up to a maximum aggregate of \$100,000, issued within the delegated purchasing authority of the Internal Services Department (ISD). Aquatic Bioassay Consulting Laboratories, Inc. (ABCL) has been providing this service for the past few years. The costs of these tests are fully recovered from DPW.

The County must comply with certain stormwater runoff requirements under the NPDES Permit Monitoring Program. These standards are administered by California Regional Water Quality Control Board which each year requires DPW to perform contaminant monitoring and evaluation and report those findings. ACWM continues to rely on outside vendors for this service. In order to ensure that the County is in compliance with the annual NPDES permit requirement, ACWM is recommending a contract with ABCL to continue this service.

Implementation of Strategic Plan Goals

The ACWM Environmental Toxicology Laboratory enhances the County's Strategic Goal 1 - Service Excellence, Goal 6 - Community Services and Goal 8 - Public Safety. These services are coordinated among DPW, ACWM and the private sector to protect and improve the health and public safety of County residents.

FISCAL IMPACT/FINANCING

The cost of these laboratory services are fully reimbursed by DPW. These actions have no impact on ACWM's operating budget. Sufficient appropriation is available in ACWM's 2004-05 Adopted Budget to fund the agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms of the contract shall be for a period commencing from Board approval through June 30, 2006. It may be extended upon mutual agreement for two (2) additional one-year periods.

Due to the nature of the service provided, and the varying and unpredictable weather conditions, increased vendor utilization may be required. Additionally, applicable

regulations continue to change and often increase the testing required. It is for these reasons that ACWM is also recommending that your Board grant 15% delegated authority so that the Agricultural Commissioner/Director of Weights and Measure may amend the contract as the need arises.

The contract has been reviewed by County Counsel and is approved as to form.

CONTRACTING PROCESS

ACWM received five bids in response to the solicitation. The bids were reviewed by an evaluation committee and rated according to qualifications, equipment, and cost. Of the bids received, ABCL was rated as the most responsive to perform the test services.

ACWM has determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will support the current level of program services. This will assure that ACWM will meet the testing needs of DPW's NPDES annual permit requirements.

CONCLUSION

Upon approval by your Board, please return two (2) signed copies of the contract to ACWM.

Respectfully submitted,

Kurt E. Floren
Agricultural Commissioner/
Director of Weights and Measures

KEF:RGA:WS:WL:awp

Attachment

c: Chief Administrative Officer
County Counsel
Department of Public Works

The Honorable Board of Supervisors

May 31, 2005

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Agricultural Commissioner/Director of Weights and Measures, and the contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Agricultural Commissioner/
Director of Weights and Measures

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

AQUATIC BIOASSAY AND
CONSULTING LABORATORIES, INC.

By _____
President

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4 **AQUATIC CHRONIC TOXICITY TESTING CONTRACT**
5

6 THIS AGREEMENT, made and entered into for the period from date of Board approval by and
7 between the County of Los Angeles hereinafter referred to as "COUNTY" and Aquatic Bioassay and
8 Consulting Laboratories, Inc., a contractor designated by the Department of Agricultural
9 Commissioner/Weights and Measures, hereinafter referred to as "CONTRACTOR".
10

11 **RECITALS**

12 WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of
13 Supervisors of the County of Los Angeles, has been awarded the contract for the work and services
14 hereinafter mentioned:

15 **1. COMPLIANCE WITH CONTRACT**

16 PURSUANT TO, and in compliance with General Specifications for Environmental Toxicology
17 Laboratory and Chronic Toxicity Test Bid Proposal, having familiarized himself with the terms and
18 conditions of the contract, the prices stated, and subject to the instructions and conditions of the
19 contract documents, agrees to perform, within the time required to be performed, and to provide
20 and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and
21 transportation service necessary to perform the contract and complete in a workmanlike manner all
22 of the work required.
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3 **2. TERM OF AGREEMENT**

4 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
5 Agreement shall be for period commencing from the date of Board Approval, through June 30,
6 2006. It may be extended two (2) times upon mutual agreement. Each extension period shall be for
7 12 months upon mutual agreement on terms acceptable to the COUNTY.

8 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
9 months from the expiration of the term as provided for herein above. Upon occurrence of this
10 event, Contractor shall send written notification to Agricultural Commissioner at the following
11 address:

12 **Agricultural Commissioner/Weights and Measures**

13 **Attention: Robert Atkins**

14 **12300 Lower Azusa Road**

15 **Arcadia, CA 91006**

16 **3. CONTRACTOR OBLIGATIONS**

17 CONTRACTOR shall perform aquatic chronic toxicity testing services as directed by the
18 COUNTY pursuant to General Specifications for Environmental Toxicology Laboratory. The
19 COUNTY guarantees no minimum service requirement during the term of this agreement.

20 **4. BILLING AND PAYMENT**

21 CONTRACTOR shall invoice COUNTY in arrears for work performed in accordance with General
22 Specifications for Environmental Toxicology Laboratory. The CONTRACTOR'S services, and
23 rate of service to be provided, are itemized in Chronic Toxicity Test Bid Proposal (See Appendix
24 A).

1 **5. TERMINATION FOR IMPROPER CONSIDERATION**

2 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
3 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
4 offered or given by CONTRACTOR, either directly or through an intermediary, to any County
5 officer, employee or agent with the intent of securing the Agreement or securing favorable
6 treatment with respect to the award, amendment or extension of the Agreement or the making of
7 any determinations with respect to the CONTRACTOR's performance pursuant to the Agreement.
8 In the event of such termination, COUNTY shall be entitled to pursue the same remedies against
9 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

10 CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit
11 such improper consideration. The report shall be made either to the County manager charged with
12 the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline
13 at (800) 544-6861.

14 Among other items, such improper consideration may take the form of cash, discounts, service, the
15 provision of travel or entertainment, or tangible gifts.

16 **6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

17 Should CONTRACTOR require additional or replacement personnel after the effective date of the
18 Agreement, Contractor shall give consideration for any such employment openings to participants
19 in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence
20 (GAIN) or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum
21 qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job
22 category to the CONTRACTOR.

1 **7. INDEPENDENT CONTRACTOR STATUS**

2 In the performance of this Agreement, CONTRACTOR shall be and remain an independent
3 contractor. This Agreement is not intended, and shall not be construed, to create the relationship of
4 agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and
5 CONTRACTOR.

6 **8. EMPLOYEES OF CONTRACTOR**

7 CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this
8 Agreement are, for purposes of Worker's Compensation liability, employees solely of
9 CONTRACTOR and not of COUNTY.

10 **9. COMPLIANCE WITH ALL LAWS**

11 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules,
12 regulations or ordinances, and all provisions required thereby to be included herein, are hereby
13 incorporated by reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless
14 from any loss, damage or liability resulting from a violation on the part of the CONTRACTOR of
15 such laws, rules, regulations or ordinances.

16 **10. INDEMNIFICATION**

17 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
18 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any
19 and all liability and expense, including defense costs and legal fees, arising from or connected with
20 claims and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S
21 operations or its services, which result from bodily injury, death, personal injury, or property

1 damage (including damage to CONTRACTOR's property). CONTRACTOR shall not be obligated
2 to indemnify for liability and expense arising from the active negligence of the COUNTY.

3 **11. INSURANCE**

4 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
5 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
6 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and
7 primary to and not contributing with any other insurance maintained by the COUNTY.

8 Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured
9 endorsement(s), shall be delivered to Richard A. Russell, Chief Administrative Services,
10 Department of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd.,
11 Arcadia, CA 91006-5872, prior to commencing services under this Agreement, shall specifically
12 identify this Agreement, and shall contain the express condition that COUNTY is to be given
13 written notice by registered mail at least thirty (30) days in advance of any modification or
14 termination of insurance.

15 Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a
16 material breach of contract upon which COUNTY may immediately terminate or suspend this
17 Agreement.

18 A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an
19 additional insured and shall include:

- 20 1. General Liability insurance written on a commercial general liability form or on a
21 comprehensive general liability form covering the hazards of premises/operations,
22 contractual, independent contractors, advertising, products/completed operations, broad

1 form property damage, and personal injury with a combined single limit of not less than
2 \$1,000,000 per occurrence, and not less than \$2,000,000 per aggregate.

3 a. If written with an annual aggregate limit, the policy limit should be three times the
4 above required occurrence limit.

5 b. If written on a claims made form, the CONTRACTOR shall be required to
6 provide an extended two year reporting period commencing upon termination or
7 cancellation of this agreement.

8 2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired vehicles
9 with a combined single limit of not less than \$100,000 per occurrence.

10 B. Worker's Compensation insurance in an amount and form to meet all applicable requirements
11 of the Labor Code of the State of California, including Employer's Liability with a \$1,000,000
12 limit, covering all persons the CONTRACTOR is legally required to cover.

13 **12. TERMINATION FOR CONTRACTOR'S DEFAULT**

14 A. COUNTY may, subject to the provisions outlined below, by written notice of default to
15 CONTRACTOR, terminate the whole or any part of this Agreement in any one of the
16 following circumstances:

17 1. If CONTRACTOR fails to perform the service within the specified time or any
18 extension thereof: or

19 2. If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so
20 fails to make progress as to endanger performance of the Agreement in accordance with
21 its terms, and in either of these two circumstances does not cure such failure within a

1 period of ten (10) calendar days (or such longer period as the COUNTY may authorize
2 in writing) after receipt of notice from specifying such failure.

- 3 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this
4 section, COUNTY may procure, upon such terms and in such manner as COUNTY may
5 deem appropriate, services similar to those terminated and CONTRACTOR shall be liable to
6 COUNTY for any excess costs for such similar services.

7 **13. ADDITIONAL TERMINATION PROVISIONS**

- 8 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may
9 terminate this Agreement in the event of the occurrence of any of the following:

- 10 1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed to
11 be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot
12 pay its debts as they become due, whether he has committed an act of bankruptcy or not,
13 and whether insolvent within the meaning of the Federal Bankruptcy law or not;
14 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
15 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
16 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
17 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY
18 within 14 days.

- 19 B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and
20 are in addition to any other rights and remedies provided by law or under this Agreement.

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1 **14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF**
2 **FUNDS**

3 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
4 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
5 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds
6 applicable to this Agreement in COUNTY's budget for each such future fiscal year.

7 In the event that funds are not appropriated for such purpose, then this Agreement shall terminate as
8 of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify
9 CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

10 **15. GOVERNING LAW/VENUE**

11 This Agreement shall be construed in accordance with any governed by the laws of the State of
12 California Health and Safety Code, the Los Angeles Fire Code, California Government Code and
13 various city codes and ordinances. Any action brought by either party on this Agreement shall be
14 brought in the Los Angeles Superior Court.

15 **16. INCLUSION OF OTHER LAWS/CLAUSES**

16 CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in
17 the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced
18 as though it were included herein, and if through mistake or otherwise any such provision is not
19 inserted or is not inserted correctly, then upon application of either party the Agreement shall
20 forthwith be physically amended to make such insertion or correction.

21 **17. NONDISCRIMINATION IN EMPLOYMENT**

22 A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons
23 employed by such firm, its affiliate, subsidiaries, or holding companies are and will be treated

1 equally by the firm without regard to or because of race, color, religion, ancestry, national
2 origin, sex, age, or physical or mental disability, marital status, or political affiliation and in
3 compliance with all anti-discrimination laws of the United States of America and the State of
4 California. CONTRACTOR further certifies and agrees that it will deal with its
5 subcontractors, bidders or vendors without regard to or because of race, religion, ancestry,
6 national origin, sex, age, or physical or mental disability, marital status, or political
7 affiliation.

8 B. CONTRACTOR shall allow the COUNTY access to its employment records during the
9 regular business hours to verify compliance with these provisions when so requested by the
10 COUNTY.

11 C. If the COUNTY finds that any of the above provisions have been violated, the same shall
12 constitute a material breach of contract upon which the COUNTY may determine to cancel,
13 terminate, or suspend the contract in accordance with paragraph 11 herein.

14 D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination
15 provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10)
16 percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as
17 damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph
18 11.

19 **18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS**

20 CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of
21 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds
22 of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status,

political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

19. EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its subject personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law. CONTRACTOR shall indemnify, defend and hold COUNTY harmless from any employer sanctions or other liability which may be assessed against COUNTY or CONTRACTOR.

20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM"

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section

1 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District
2 Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to
3 Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

4 **21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH**
5 **COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

6 Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20.
7

8 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT

9 COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract.

10 Without limiting the rights and remedies available to COUNTY under any other provision of this

11 contract, failure to cure such default within 90 days of notice by the Los Angeles County District

12 Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract

13 pursuant to paragraph 12. "TERMINATION FOR CONTRACTOR'S DEFAULT."

14 **22. COUNTY'S QUALITY ASSURANCE PLAN**

15 The County or its agent will evaluate Contractor's performance under this agreement on not less

16 than an annual basis. Such evaluation will include assessing Contractor's compliance with all

17 contract terms and performance standards. Contractor deficiencies which County determines are

18 severe or continuing and that may place performance of the agreement in jeopardy if not corrected

19 will be reported to the Board of Supervisors. The report will include improvement/corrective action

20 measures taken by the County and Contractor. If improvement does not occur consistent with the

21 corrective action measures, County may terminate this agreement or impose other penalties as

22 specified in this agreement.

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1 **23. CONTRACT DOCUMENT INCORPORATED**

2 The Contract entered in by this Agreement consists of the following Contract documents, all of
3 which are component parts of the Contract as if herein set out in full or attached hereto:

4 **Information for Bidders**
5 **Chronic Toxicity Test Bid Proposal**
6 **Bidder's Required Documents**
7 **General Specifications for Environmental Toxicology Laboratory**

8 All of the above-named contract documents are intended to be complementary. Work required by
9 one of the above-named contract documents and not by other shall be done as if required by all.

10 **24. MAXIMUM CONTRACT AMOUNT**

11 COUNTY'S maximum obligation under this Agreement is **\$225,000** including all fees and
12 expenses. Any services provided by CONTRACTOR or expenses incurred in connection with this
13 Agreement which exceed this amount shall be a gratuitous effort by CONTRACTOR for which
14 COUNTY shall have no liability. The Agricultural Commissioner may increase the COUNTY'S
15 maximum obligation under this Agreement by 15% of the total contract amount, in the event
16 additional services from the CONTRACTOR are required.

17 Any other change affecting the scope of work, price or other terms and conditions under this
18 agreement must be approved by the County Board of Supervisors or Agricultural Commissioner.

19 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
20 determine when it has incurred seventy-five percent (75%) of the total contract authorization under
21 this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the
22 Agricultural Commissioner at the address herein provided in paragraph 2.

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1 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

2 A. Responsible Contractor

- 3 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
- 4 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily
- 5 perform the Contract. It is the COUNTY'S policy to conduct business only with
- 6 responsible Contractors.

7 B. Chapter 2.202 of the County Code

- 8 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the
- 9 County Code, if the COUNTY acquires information concerning the performance of the
- 10 CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is
- 11 not responsible, the COUNTY may, in addition to other remedies provided in the
- 12 Contract, debar the CONTRACTOR from bidding on County Contracts for a specified
- 13 period of time not to exceed three (3) years, and terminate any or all existing Contracts
- 14 the CONTRACTOR may have with the COUNTY.

15 C. Non-responsible Contractor

16 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its

17 discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a

18 Contract with the COUNTY, (2) committed any act or omission which negatively reflects on

19 the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the COUNTY or

20 any other public entity, or engaged in a pattern or practice which negatively reflects on same,

21 (3) committed an act or offense which indicates a lack of business integrity or business

1 honesty, or (4) made or submitted a false claim against the COUNTY or any other public
2 entity.

- 3 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department
4 will notify the CONTRACTOR in writing of the evidence that is the basis for the proposed
5 debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing
6 before the Contractor Hearing Board.

7 The Contractor Hearing Board will conduct a hearing where evidence on the proposed
8 debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative
9 shall be given an opportunity to submit evidence at that hearing. After the hearing, the
10 Contractor Hearing Board shall prepare a proposed decision, which shall contain a
11 recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the
12 appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the
13 opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be
14 deemed to have waived all rights of appeal.

15 A record of the hearing, the proposed decision, and any other recommendation of the
16 Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of
17 Supervisors shall have the right to modify, deny, or adopt the proposed decision and
18 recommendation of the Hearing Board.

- 19 E. These terms shall also apply to Subcontractors of County Contractors.

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1 IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully
2 authorized officers as of the dates set for below:

3 COUNTY OF LOS ANGELES

4
5 By _____
6 Chair, Board of Supervisors

7 Attest: Violet Varona-Lukens
8 Executive Officer-Clerk of
9 the Board of Supervisors

10
11
12
13 By _____
14 Deputy

CONTRACTOR

15
16 APPROVED AS TO FORM:
17 Raymond G. Fortner, Jr.
18 County Counsel

Aquatic Bioassay & Consulting Laboratories, Inc.
Company Name

19 By _____

20 Date _____

21
22 By _____
23 Deputy

Address _____

24 _____

Appendix A

Aquatic Bioassay and Consulting Laboratories, Inc.

Chronic Toxicity Test and Toxicity Identification Evaluations Services Contract

(Date of Board Approval through June 30, 2006)

<u>Contract Awarded</u>	<u>Unit Price</u>
Chronic 7-daysurvial/reproduction Toxicity Test	\$850.00
Chronic definitve fertilization test	\$650.00
Phase I TIE (<i>Ceriodaphnia dubia</i>)	\$2,000.00
Phase I TIE (<i>Strongylocentrotus purpuratus</i>)	\$2,000.00
Amount of Contract Awarded per Sample	\$5,500.00

County maximum obligation is limited to \$225,000 from date of Board approval through June 30, 2006.